

THIS INDENTURE, Made June 17<sup>th</sup>, 1986, between La Salle National Bank, a national bank association, not personally but as Trustee under the provisions of a Deed of Deeds in Trust duly recorded and delivered to said bank in pursuance of Trust Agreement dated November 23<sup>rd</sup>, 1977, and known as trust number 53500, herein referred to as "First Party," and FIRST NATIONAL BANK OF SKOKIE, A National Banking Association, an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF ---One Hundred Thousand and 00/100--- (\$100,000.00) DOLLARS made payable to BEARER and delivered, and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 10.875 per cent per annum in monthly installments as follows: ---One Thousand Three Hundred Seventy and 45/100--- (\$1,370.45) DOLLARS on the 1st day of August 1986 and ---One Thousand Three Hundred Seventy and 45/100--- DOLLARS on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of July 1991.

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 11.875% per annum, and all of said principal and interest being made payable at such banking house or trust company in

Skokie, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of First National Bank of Skokie in said Village

NOW, THEREFORE, First Party to secure the payment of said principal sum of money and said Interest in accordance with the terms, provisions and limitations of this Trust Deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the CITY OF CHICAGO

Cook COUNTY OF ILLINOIS, to wit:

PARCEL 1: Lots 1, 2 and 3 in Attrill's Subdivision of part of Blocks 2, 3 and 5 in Stave's Subdivision in the North East quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2: Lots 1, 2, 3, 4, 5 and 6 (except the Southwesterly 4 feet thereof) in Higgin's Subdivision of Lots 1, 2 and 3 in Block 2 in Stave's Subdivision of the North East quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.\*\*

PROPERTY ADDRESS: 2160 No. Milwaukee Ave., Chicago, Illinois 60647 P2  
P.I.N.'s.: 15-36-220-001, 15-36-220-002, 15-36-220-003, 15-36-220-009, 15-36-220-008,

15-36-220-007, 15-36-220-006, 15-36-220-005 and 15-36-220-004

\*\* See Rider Attached & Made Part Hereof

THIS INSTRUMENT PREPARED BY:

1986 JUL -2 AM 10:38 86271895 Dorothy Brauer

FIRST NATIONAL BANK OF SKOKIE

8001 Lincoln Avenue

Skokie, Illinois 60077

which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, tenements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged for parity and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon, whether single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered a constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for rent not expressly subordinated to the lien hereof; (3) pay when due any indenture which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or whatever under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby in amounts satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest lawful rate per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Tortious certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest lawful rate per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a home, stead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof, or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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**UNOFFICIAL COPY**

**TRUST DEED**

BOX

**LaSalle National Bank**

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FIRST NATIONAL BANK OF SKOKIE

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THE ABOVE SPACE FOR RECKERS USE ONLY.

**LaSalle National Bank**  
135 South La Salle Street

FORM 8045 AP (6-74)

86271895

**IMPORTANT** Prepared By

The information Note mentioned in the within Trust Deed has been detailed herewith under Item No. 5859  
NOTARY PUBLIC

A.J.C. S.I.L.I.M. M.E.T.T.E.R.

Assistant Secretary  
of the Bank, who was personally known to me to be a  
very good person, and acknowledged him to be the foregoing information  
of his personal knowledge, and therefore reliable.  
I do not know whether he has any interest in the  
Bank, or any other connection with it.

**COUNTY OF GOODING** **SS:** **JAMES A. CLARK**  
A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that  
the above and foregoing instrument was acknowledged before me on the day and year first above written,  
and that the subscriber thereto is the person described in the instrument.

PARTY OF THE FIRST PART FURTHER COVENANTS AND AGREES:

8 6 2 7 1 8 9 5

1. That it will pay each month, in addition to the principal and interest, as one monthly payment, an amount equal to 1/12 of the annual taxes, and special assessment installments, if any, and premiums for insurance for fire and other hazards to protect the Note holder, which sum is to be held by holder of Note to pay said items when due; and the party of the first part further agrees to secure said bills and deliver them to holder of Note; the holder of the Note shall not be obliged to obtain said bills; nor to advance any funds beyond those it holds, and it shall have sole discretion in their allocation and payment and it shall have the right to pay bills for the above as rendered;
2. That it will not sell, assign, or transfer any right, title or interest in and to the property described in this Trust Deed or Mortgage or any portion thereof, or the beneficial interest of the Trust which holds Title to said property, without first obtaining written consent of the holder of the Note which this Trust Deed or Mortgage secures. In the event of a violation of this agreement, then such act, at the option of the holder of said Note, shall cause the then said Note to become immediately due and payable.
3. The term "Party of the First Part" includes all Mortgagors under this Trust Deed or Mortgage. The obligations of all Mortgagors hereunder are joint and several.
4. THIS LOAN IS PAYABLE IN FULL AT THE END OF 5 YEARS. AT MATURITY YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

8814290

A faint watermark reading "Cook County Clerk's Office" diagonally across the page.

THE VERSIFICATION OF THE SONGS IS NOT AS EASY AS IT WAS IN THE PAST. THE SONGS ARE NOW MORE COMPLICATED AND HAVE A BETTER KNOWLEDGE OF THE MEANING OF THE SONGS. THE SONGS ARE NOW MORE COMPLICATED AND HAVE A BETTER KNOWLEDGE OF THE MEANING OF THE SONGS.